

**Memorandum of Agreement,**Made this.....Seventh.....

day of.....August....., A. D. 195<sup>0</sup>..., by and between **M. P. MÖLLER, Inc.**, of Hagerstown, Maryland, party of the first part, and.....First Methodist Church.....  
La Grange, Illinois.....

party of the second part.

**Witnesseth:** That the party of the first part hereby agrees to build an organ after and according to the annexed specifications and to plans to be hereafter submitted by party of the first part, and to erect it in.....First Methodist Church.....  
Cossit & Ashland Streets, LaGrange, Illinois.....  
at as early a date as present conditions will permit (Approx 11 months).  
 ready for use ~~on or before the~~.....day of.....A. D. 195....., or as soon  
~~thereafter as possible in the event of delays beyond its control~~

2. The party of the first part agrees that the organ when completed shall be first class, free from defects in material or workmanship, and that the party of the second part may have it examined, immediately on completion, in the presence of a representative of the party of the first part, by a competent and disinterested expert, and if said examination shows that the organ does not conform with this agreement the party of the first part agrees to remedy all defects at its own expense.

3. The party of the first part guarantees the action and construction of the organ for a term of five years from date of completion and agrees to correct any defects in either material or workmanship that may be brought to its attention within that time, without cost to the party of the second part. This does not include tuning or ordinary care of the organ (or electric motors which are guaranteed by the manufacturers for one year).

4. Cabinet work (except as necessary to enclose the console), grilles, panel work, etc., are not included in this agreement.

5. In consideration of the above, the party of the second part agrees to pay to M. P. Moller, Inc., or its order, the sum of.....\$20,096.....

**AS FOLLOWS:**

FIRST PAYMENT:.....10.....% or.....\$2,009.60.....  
 on the signing of this agreement.

SECOND PAYMENT:.....25.....% or.....\$5,024.00.....

when the organ is ready for assembly at the factory, and the balance as follows:.....in full upon.....  
completion (\$13,062.40).....

JAN 7 1952

5. The party of the second part also agrees that the building will be in proper condition for the installation of the organ.....weeks previous to the date of completion; that they will allow, free from interruption, suitable convenience and opportunity for the installation in the building, provide such a condition of quiet as is necessary for the proper tone regulation and tuning of the instrument, and necessary light, heat and power.

6. The party of the second part also agrees to insure the organ or its parts against loss by fire, water, etc., as soon as the parts are placed in the building, for the benefit of the parties hereto, as their interests may appear.

7. When an electric motor is included in specifications, party of the second part agrees to provide foundation and enclosures when necessary, also to furnish and install all wind conductor between blower and organ; to do all wiring connected therewith; to install such lights as may be needed for the erection and future care of the organ, and do any necessary cutting of floors, partitions, or other parts of the building. In the event that automatic remote control motor starter, electrical conduits or other special equipment are required they are to be furnished by party of second part.

8. When organ chambers are so located that organ parts must be hoisted by skids, block and tackle or other mechanical means the necessary apparatus is to be furnished by party of second part.

9. It is mutually understood and agreed that this contract shall be binding after, but not before, acceptance at Hagerstown, Maryland by the party of the first part, and it is to be conclusively presumed that the conditional sale hereby made is made and consummated at Hagerstown, Maryland, where said organ is to be constructed in the plant of the party of the first part.

10. It is also mutually understood and agreed that the organ, when completed and installed, will in every event be and be deemed to be, and be treated as personal property; and that the title and ownership of the organ shall be and remain in the party of the first part until the purchase price hereinbefore mentioned, together with any and all promissory notes given in respect thereof have been fully paid, with interest, after which the instrument shall become the property of the party of the second part; and it is further agreed that, until the completion of payment the organ shall be held by the party of the second part and/or other owner or lessee of the premises in which the organ is contained, free and excluded from any lien, mortgage, pledge or other incumbrance, except such as shall be expressly subject and subordinate to the right and title of the party of the first part, as herein expressed.

11. Cabinet work (except as necessary to enclose the console), grilles, panel work, etc., are not included in this agreement.

12. It is mutually agreed that all verbal agreements and understandings are merged in this contract and the specifications attached hereto.

**In Witness Whereof** we have hereunto set our hands and seals this day and year first above written.

**M. P. MÖLLER, Inc.**

WITNESS

S. W. Anderson  
.....  
W. C. Cummins  
.....

By..... Henry Beard ..... (SEAL)  
Party of the first part  
FIRST METHODIST CHURCH  
LA GRANGE, ILLINOIS ..... (SEAL)  
By..... H. R. Clarke ..... (SEAL)  
President Board of Trustees  
F. K. Lindsay ..... (SEAL)  
Ass't Secy Board of Trustees  
..... (SEAL)  
Party of the second part

To conform with Foreign Corporation Laws, this contract is not binding until accepted by M. P. MÖLLER, Inc., at Hagerstown, Maryland.

**M. P. MÖLLER, Inc.**

Accepted, Hagerstown, Maryland.

..... Aug. 12 ..... 1950 ..

By..... W. R. Daniels, V. P. ....

NOTE—If terms other than “cash on completion” are desired they can be arranged for before contract is signed. All deferred payments to be secured by notes signed by church trustees and bear interest at 6% from date.

# EXEMPTION CERTIFICATE

(For use by a religious or nonprofit educational institution purchasing musical instruments subject to tax under section 3404(d) of the Internal Revenue Code for exclusively religious or educational purposes.)

..... August 7 ..... 1950 ..  
Date

The undersigned purchaser hereby certifies that he is

..... President ..... of ..... Board of Trustees .....  
(Title)

..... FIRST METHODIST CHURCH, LA GRANGE, ILLINOIS .....  
(Religious or nonprofit educational institution)

that he is authorized to execute this certificate; and that the musical instruments specified in the accompanying order or on the reverse side hereof, are purchased by such institution for EXCLUSIVELY religious or educational purposes.

It is understood that this exemption certificate is for use only by a religious or nonprofit educational institution in the tax-free purchase of musical instruments for exclusively religious or educational purposes; and it is agreed that if the musical instruments purchased tax-free under this exemption certificate are used otherwise, such fact will be reported to the manufacturer from whom they were purchased tax-free.

The organization claiming this exemption (~~has~~) (has not) received a ruling from the Bureau of Internal Revenue holding it to be an exempt religious or nonprofit educational institution under section 101(6) of the Internal Revenue Code. The date of such ruling is ..... and such ruling has not been withdrawn or revoked.

(Signature)..... H. R. Clarke .....  
(Title)  
Pres. Board of Trustees

The fraudulent use of this certificate for the purpose of securing exemption from the payment or adjustment of taxes will subject the guilty party to a fine of not more than \$10,000 or imprisonment for not more than 5 years or both.

# M. P. MÖLLER Organ Factory

Pipe Organ No. 8261 Date August 12, 1950  
 For FIRST METHODIST CHURCH, LA GRANGE, ILLINOIS  
 Action Electro-pneumatic Console Detached  
 Casing No None Finish As per sample  
 Decorations None Motor 5 H.P. Style 3-P-3328  
 Width of Key-bed Standard Stops & intra-man. coup. by Draw  
 No. Manuals Three by Tifting Tablets Stop Controls Isols. Inter-man. coup.  
 To be Completed As soon as possible Wind Pressure Gt. & Ch. 4" Sw. 4 1/2"  
Ped. 4" & 5" Blower Pipe furnished by Purchaser

PITCH: A-440

## SPECIFICATIONS

### GREAT ORGAN

1.	8'	Diapason.....	45...18-19-1/2....	12 Zinc....S.M.....	73 Pipes
2.	8'	Bourdon.....	46.....	12 Zinc....C.M.....	85 Pipes
3.	8'	Spitzflöte.....	From #27.....		73 Notes
4.	4'	Octave.....	58...18-19-1/2....	S.M.....	73 Pipes
5.	4'	Bourdon.....	From #2.....		73 Notes
6.	III Rk.	Mixture.....	3 A.....	S.M.....	183 Pipes
7.	8'	English Horn.....	From #33.....		73 Notes
8.		Chimes.....	preparation....	Console only	
9.		Tremolo			

### SWELL ORGAN

10.	16'	Rohrbourdon..(Unit)...	1-24..R.M.B. #25 up. 66.....	C.M.....	97 Pipes
11.	8'	Geigen Diapason.....	47.....	12 Zinc...S.M.....	85 Pipes
12.	8'	Chimney Flute.....	From #10.....		73 Notes
13.	8'	Viole de Gambe.....	54.....	12 Zinc...S.M.....	73 Pipes
14.	8'	Viole Celeste...t.c.....	56.....	S.M.....	61 Pipes
15.	4'	Geigen Octave.....	From #11.....		73 Notes
16.	4'	Rohrflöte.....	From #10.....		73 Notes
17.	2-2/3'	Nasard.....	From #10.....		61 Notes
18.	2'	Flautino.....	From #10.....		61 Notes
19.	III Rk.	Plein Jeu.....	3-R-2.....	S.M.....	183 Pipes
20.	16'	Contra Fagotto...t.c....	From #22.....		61 Notes
21.	8'	Trompette.....	3-1/2.....		85 Pipes
22.	8'	Fagotto.....	3-1/2".....		73 Pipes
23.	8'	Vox Humana.....	preparation....	Console only	
24.	4'	Clarion.....	From #21.....		73 Notes
25.		Tremolo			

### CHOIR ORGAN

26.	8'	Principal.....	48-58....	12 pipes 61 From #4.....	73 Notes
27.	8'	Spitzflöte.....	46-2/3.....	12 Zinc...C.M.....	73 Pipes
28.	8'	Erzahler.....	52-1/4.....	12 Zinc...S.M.....	85 Pipes
29.	8'	Erzahler Celeste...t.c....	52-1/4.....	S.M.....	61 Pipes
30.	4'	Nachthorn.....	60.....	Capped.....C.M.....	73 Pipes
31.	4'	Erzahler.....	From #28.....		73 Notes
32.	2-2/3'	Nasat.....	From #30.....		61 Notes
33.	8'	English Horn.....	4".....		73 Pipes
34.		Tremolo			



PEDAL ORGAN

35.	16'	Sub Bass.....Large Ped. Bdn.....5" W.....	32 Pipes
36.	16'	Spitzflöte.....34-2/3..12 pipes.20 from #27..4"W..Zinc...	32 Notes
37.	16'	Rohrbourdon.....From #10.....	32 Notes
38.	10-2/3'	Spitzquinte.....From #36 & #27.....	32 Notes
39.	8'	Octave.....40.....17 Zinc..C.M...4"W.....	44 Pipes
40.	8'	Spitzflöte.....From #27.....	32 Notes
41.	8'	Rohrgedeckt.....From #10.....	32 Notes
42.	4'	Super Octave.....From #39.....	32 Notes
43.	4'	Rohrflöte.....From #10.....	32 Notes
44.	16'	Double Trumpet.CCC6"..CC.3 1/2".12 pipes.20 from #21..5"W...	32 Notes

COUPLERS

45.	Great to Pedal	8'	57.	Swell to Choir	16'
46.	Great to Pedal	4'	58.	Swell to Choir	8'
47.	Swell to Pedal	8'	59.	Swell to Choir	4'
48.	Swell to Pedal	4'	60.	Great	16'
49.	Choir to Pedal	8'	61.	Great	8' Off
50.	Choir to Pedal	4'	62.	Great	4'
51.	Swell to Great	16'	63.	Swell	16'
52.	Swell to Great	8'	64.	Swell	8' Off
53.	Swell to Great	4'	65.	Swell	4'
54.	Choir to Great	16'	66.	Choir	16'
55.	Choir to Great	8'	67.	Choir	8' Off
56.	Choir to Great	4'	68.	Choir	4'

ADJUSTABLE COMBINATIONS

Pistons No. 1-2-3-4-5	Affecting Great Organ
Pistons No. 1-2-3-4-5-6	Affecting Swell Organ
Pistons No. 1-2-3-4-5	Affecting Choir Organ
Toe Studs No. 1-2-3-4	Affecting Pedal Organ
Pistons No. 1-2-3-4-5	General, affecting entire organ
General Cancel Piston	

ACCESSORIES

Expression Pedal for Great and Choir Organs  
 Expression Pedal for Swell Organ  
 Crescendo Pedal, with indicator lights  
 Great to Pedal Reversible piston, duplicated to pedal toe stud  
 Swell to Pedal Reversible piston, duplicated to pedal toe stud  
 Choir to Pedal Reversible piston, duplicated to pedal toe stud  
 (above three reversibles to operate corresponding 4' Pedal couplers in 'Off' movement only)  
 Full Organ Reversible piston, duplicated to pedal toe stud with indicator light  
 Starter Buttons to be mounted in right stop jamb beneath roll top  
 Organ Bench with Music Shelf  
 Concave, Radiating Pedal Clavier  
 Electric motor, Kinetic steel blower and action current generator of ample capacity.

JHH:MZ  
 3/14/51